

[Lehman Brothers]

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

For value received, the adequacy and sufficiency of which are hereby acknowledged, HSBC PRIVATE BANK (SUISSE) S.A., Geneva ("Transferor") unconditionally and irrevocably transfers to SAFRA NATIONAL BANK OF NEW-YORK ("Transferee") all of its right, title, interest, claims and causes of action in and to or arising under or in connection with the portion of its claim (Claim No. 51763), the nominal amounts and relating securities with International Securities Identification Number listed on Schedule I hereto against Lehman Brothers Holdings, Inc. (the "Debtor"), Chapter 11 Case No.: 08-13555 (JMP) (Jointly Administered), United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

Transferor hereby waives any objection to the transfer of the claim to Transferee on the books and records of the Debtor and the Bankruptcy Court and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Transferor acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Transferor regarding the transfer of the foregoing claim and recognizing the Transferee as the sole owner and holder of the claim. Transferor further directs the Debtor, the Bankruptcy Court and all other interested parties that all further notices relating to the claim, and all payments or distributions of money or property in respect of claim, shall be delivered or made to the Transferee.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this day of:

Date: 25-07-2018

Date: 7-25-2018

Transferor

Transferee

HSBC PRIVATE BANK (SUISSE) S.A.
Quai des Bergues 9 – 17 / P.O. Box 2888
CH- 1211 Geneva 1, Switzerland

SAFRA NATIONAL BANK OF NEW YORK
546 5th Ave,
New York, NY 10036

Signature: 
Jérôme Rütimann
Associate Director

Signature: 
VP-Operations

Signature: 
C. Hervet
Associate

Signature: 

Thomas Oswald
First Vice President
Safra National Bank

AUG - 6 2018

Schedule 1

Lehman Programs Securities Related to Transferred Portion of Claim:

ISIN/CUSIP	Court Claim #	Date Claim Filed	Issuer	Currency and nominal amounts or Units
XS0206245234	51763	10/28/2009	LEHMAN BROTHERS HOLDINGS INC.	USD 300'000.00

CARTA DE INSTRUCCIÓN PARA HSBC PRIVATE BANK GINEBRA

CDMX a 24 de julio de 2018

Ref: Acc n° BP4U1IE

A la fina atención del Sr. Félix Zutta:

Estimado y fino Sr. Zutta,

Por medio de la presente me permito instruir al Banco HSBCPB de Ginebra que usted tan atinadamente representa, el cierre de mi cuenta No. 50981615912 con ese Banco y transferir todos los fondos al Banco SAFRA de New York, del cual ya le he dado con anterioridad toda la información de contactos y de transferencia.

Agradezco a usted y a su Banco todo el tiempo que estuve con ustedes y el buen trato que he recibido y espero esta carta por si sola cumpla el cometido

ATENTAMENTE



Ing. Mario Rabner Wildman

[Lehman Brothers]

DECLARATION OF ASSIGNMENT AND EVIDENCE OF TRANSFER OF CLAIM

Account number: BP4U11E

Dear Sirs,

We hold and are, or as the case may be as applicable to Lehman Brothers Securities N.V. ("LBS") (see below explanations) we held and were, the beneficial owner of:

ISIN/CUSIP	Count Claim #	Date Claim Filed	Issuer	Currency and nominal amounts or Units
XS0206245234	51763	10/28/2009	LEHMAN BROTHERS HOLDINGS INC	USD 300'000 00

(the "Lehman Securities") and you, HSBC Private Bank (Suisse) S.A. (the "Bank"), are, or as the case may be concerning LBS you were, the nominee and registered holder of the Lehman Securities. You have filed on our behalf as well as on behalf of one or more of your customers a consolidated proof of claim against Lehman Brothers Holdings Inc., debtor in proceedings for reorganization in the United States Bankruptcy Court for the Southern District of New York (the "Debtor"), in relation with the Lehman Securities.

We are willing to transfer and assign our claim linked to the Lehman Securities to a third party (the "Assignee") without consideration. In this respect we are requesting your Bank to act on our behalf as assignor ("Assignor") thereof.

Kindly take note that the Assignee is

Safra National Bank of New York
546 5th Ave,
New York, NY 10036
TransferSecurities@Safra.com

We understand that an agreement of assignment and evidence of transfer of claim (the "Agreement") is required to be executed between Assignor and Assignee with a view to being notified to the Debtor and the U.S. Bankruptcy Court for the Southern District of New York (the "Court").

We confirm having sought independent professional advice in connection with the Agreement and are not relying on any representation made by the Bank.

Accordingly we hereby request and direct you as Assignor (1) to complete and execute the attached draft of Agreement, the content of which is agreed by us, provided you agree therewith, and (2) procure the Assignee to execute it, prior to transferring the Lehman Securities thereto. As to LBS we accept that "Lehman Securities" only represent the related rights attached to the claim filed by the Bank, further to the cancellation of LBS' securities as a result of the winding down of LBS Estate on May 2015. Hence only our related LBS' claim will be transferred. It is understood that it is up to the Assignee to arrange for the registration of the transfer of our claim with the Debtor and the Court.

We hereby acknowledge that the Bank shall not be liable for (without limitation) any costs (including legal expenses) and losses of or to us or the Assignee arising out of or in connection with the execution of the Agreement or the consummation of the transfer of the Lehman Securities or any acts or omissions of the Bank relating thereto. We further understand and accept that the Bank does not give any assurance for the successful transfer of the Lehman Securities.

At last we undertake to hold harmless and indemnify the Bank against (without limitation) all costs (including legal expenses) and losses of whatever nature arising out of or in connection with the execution of the Agreement or the consummation of the transfer of the Lehman Securities or any acts or omissions of the Bank relating thereto subject to gross negligence of the Bank.

This Declaration of Indemnity shall be governed by the Bank's General Terms and Conditions, in particular its reference to Swiss law and Swiss venue, and shall remain valid and into effect notwithstanding the termination of the contractual relationship between us and the Bank.

Date 24/07/2018

Signature(s) 